

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	No.
)	
)	Violations: Title 18, United States Code,
)	Sections 2, 666, 981, 1341, 1343 and 1346
)	
v.)	
)	
SHIRLEY MCMAYON,)	
MICHAEL LOWECKI and)	
JOHN KEVIN HAAS)	

COUNT ONE

The SPECIAL MARCH 2004 GRAND JURY charges:

1. At times material to this indictment:

Chicago Park District

A. The Chicago Park District ("the Park District") was a unit of local government known as a municipal corporation. It was governed by a seven-person Board of Commissioners ("Park District Board") appointed by the Mayor of Chicago. The Park District owned and operated over 7,300 acres of park property. This included more than 500 parks and play lots, over 250 staffed park recreation centers, 6 golf courses, museums, a stadium, a zoo, and 24 miles of lakefront, including 31 bathing beaches and 9 harbors.

B. The District-Wide Landscaping Contracts ("Landscaping Contracts") were awarded in 2000 and 2002 with the option on the part of the Park District to grant one-year extensions. The primary scope of the landscaping contracts was to provide plants, equipment, materials, labor, and services necessary for the furnishing, transporting, planting and maintenance of shade, ornamental and evergreen trees, shrubs, groundcover, vines, perennials and bulbs, and

to furnish and install planting soil, seed, sod and mulch in various parks located in the Park District. The total amount of the 2000 Landscaping Contract was \$6.8 million, with an amendment in 2001 for an additional \$5 million. The total amount of the 2002 Landscaping Contract was \$4.8 million.

C. The Holiday Lighting Contracts were awarded in 2000 with the option on the part of the Park District to grant three one-year extensions. The primary scope of the annual holiday lighting contracts was to supply, deliver, install, maintain and take down holiday lights, wreaths and displays at fountains, pedestrian bridges, plazas and parks.

D. The Park District issued Requests for Proposals (“RFPs”) soliciting written proposals from interested contractors seeking to be awarded the Landscaping and Holiday Lighting Contracts. Contractors submitted proposals requested by the Park District for both the Landscaping and Holiday Lighting Contracts. An evaluation committee reviewed the written proposals and made recommendations to the Park District Board. For certain contracts, selected contractors were invited to make oral presentations as well. The evaluation committee’s recommendations were then submitted to the Park District Board which approved the recommendations. The companies that were awarded these contracts were the only companies eligible to receive work under these contracts.

Defendants

2. Defendant SHIRLEY MCMAYON worked for the Park District from June 1999 until December 2004, first as Deputy Director of Landscaping, and then beginning in or about June 2001 as Director of Natural Resources. In these capacities, MCMAYON oversaw the contract proposal process, supervised the evaluation committee, and made recommendations to

the Board regarding which companies should receive the Park District's annual Landscaping Contracts and Holiday Lighting Contracts. MCMAYON was also responsible for assigning Park District work to the companies who received the contracts, and she was further responsible for approving the invoices submitted by these companies.

3. Defendant MICHAEL LOWECKI was the owner, chief executive officer and president of James Michael, Inc. (hereinafter "James Michael"), a landscaping company located in Mundelein, Illinois. James Michael was awarded Park District Landscaping Contracts for the years 2000-2004 and Holiday Lighting Contracts for the years 2001-2004. Pursuant to the 2000 and 2001 Landscaping Contracts, James Michael provided planting and installation work at various parks throughout the Park District, including but not limited to, Gold Star Memorial Park, Garfield Park, Grant Park, Lincoln Park, Marquette Park and Jackson Park. Pursuant to the 2002-2004 Landscaping Contracts, James Michael primarily worked at Millennium Park performing landscape maintenance and installation. Pursuant to the 2001-2004 Holiday Lighting Contracts, James Michael supplied, installed and removed holiday lights, wreaths and displays at various parks, bridges and fountains, including but not limited to, Logan Monument Fountain, Buckingham Fountain, North Avenue Pedestrian Bridge, Congress Plaza, Legions Park Fountain, and Millennium Park.

4. Defendant KEVIN HAAS was the controller and Chief Operations Officer of James Michael until November 2001.

Applicable Laws, Duties, Policies and Procedures

5. Defendant MCMAYON, in her capacity as a Park District official, was bound by the following laws, duties, policies and procedures:

i. MCMAYON owed a duty of honest services to the Park District and the people of the City of Chicago in the performance of her public duties.

ii. Pursuant to the criminal laws of the State of Illinois (720 ILCS 5/33-1(d)), MCMAYON was prohibited from receiving, retaining, or agreeing to accept any property or personal advantage which she was not authorized by law to accept, knowing that such property or personal advantage was promised or tendered with intent to cause her to influence the performance of any act related to the employment or function of her office.

iii. Pursuant to the criminal laws of the State of Illinois (720 ILCS 5/33-1(e)), MCMAYON was prohibited from soliciting, receiving, retaining, or agreeing to accept any property or personal advantage pursuant to an understanding that she shall improperly influence or attempt to influence the performance of any act related to the employment or function of any public officer or public employee.

iv. Pursuant to the criminal laws of the State of Illinois (720 ILCS 5/33-3(d)), MCMAYON was prohibited from soliciting or knowingly accepting, for the performance of any act, a fee or reward which she knew was not authorized by law.

v. Pursuant to the Governmental Ethics Chapter of the Code of the Park District and the laws of the State of Illinois, including the Illinois Governmental Ethics Act (5 ILCS 420/4A-101(i)), MCMAYON was obligated to file annually a Statement of Economic Interest with the Chicago Park District Ethics Panel, wherein she was required to disclose, among other things, the name of any entity from which a gift or gifts valued singly or in the aggregate in excess of \$500 was received during the previous calendar year.

vi. Pursuant to the Code of the Park District, MCMAYON was prohibited

from accepting anything of value, including, but not limited to, money or gifts, based upon any mutual understanding, either explicit or implicit, that any act, decision or vote concerning the business of the Park District would be influenced thereby. (Non-monetary gifts valued at less than \$50 generally were exempted from this provision).

vii. Pursuant to the Code of the Park District, MCMAYON was prohibited from accepting money or gifts from any person who has a pecuniary interest in a specific contract or transaction, where MCMAYON's decision or action may substantially affect such contract or transaction. (Non-monetary gifts valued at less than \$50 generally were exempted from this provision).

viii. Pursuant to the Code of the Park District, MCMAYON was prohibited from soliciting or accepting money or gifts, in return for advice or assistance on matters directly relating to her responsibilities or duties.

The Scheme To Defraud

6. Beginning no later than May 2000 and continuing to approximately November 2004, in Chicago and Mundelein, in the Northern District of Illinois, Eastern Division, and elsewhere:

SHIRLEY MCMAYON,
MICHAEL LOWECKI, and
JOHN KEVIN HAAS,

defendants herein, as well as others known and unknown to the Grand Jury, devised and intended to devise, and participated in, a scheme and artifice to defraud the Park District of money, property, and the intangible right to the honest services of MCMAYON and to obtain money and property from the Park District by means of materially false and fraudulent pretenses,

representations, promises and material omissions, and in furtherance thereof used the United States mails and other interstate carriers, and interstate wires, which scheme is further described in the following paragraphs:

Summary of Scheme

7. It was part of the scheme that between May 2000 and December 2002, LOWECKI and HAAS provided to MCMAYON over \$137,000 in financial benefits, including checks, wire transfers, vacations to Michigan, Wisconsin, Utah and Galena, Illinois, computers, a bicycle, a spa gift certificate and sporting event tickets, with the intent of influencing MCMAYON in the awarding of Park District business to LOWECKI's and HAAS's company, James Michael.

8. It was further part of the scheme that in return for these benefits provided by LOWECKI and HAAS, between May of 2000 and November 2004, MCMAYON arranged for James Michael to be paid approximately \$8 million by the Park District, by recommending that James Michael be awarded contracts, assigning work to James Michael for landscaping and holiday lighting at numerous parks, and approving invoices submitted by James Michael, including approximately \$1.3 million for landscape work and holiday lighting at Millennium Park.

9. It was further part of the scheme that MCMAYON, LOWECKI, and HAAS agreed that LOWECKI and HAAS would submit fraudulent invoices to the Park District which would be approved for payment by MCMAYON, including fraudulent invoices for landscape architect services, professional development, an electronic global positioning satellite system, and digital cameras, in order to reimburse LOWECKI and HAAS with Park District money for

some of the financial benefits they were providing MCMAYON.

Benefits to McMayon

10. It was further part of the scheme that LOWECKI and HAAS made the following monetary payments for MCMAYON's benefit, totaling approximately \$123,800:

- i. On or about December 20, 2000, LOWECKI and HAAS caused \$8,368 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- ii. On or about January 2, 2001, LOWECKI and HAAS caused a \$22,236 check drawn on James Michael's account at LaSalle Bank naming Chrysler Financial as the payee, to be mailed to Chrysler Financial Company to pay the entire amount MCMAYON owed on her 1999 Dodge Durango;
- iii. On or about July 27, 2001, LOWECKI and HAAS caused \$5,000 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- iv. On or about September 10, 2001, LOWECKI and HAAS caused \$26,000 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- v. On or about November 21, 2001, LOWECKI caused \$5,000 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- vi. On or about December 17, 2001, LOWECKI caused \$15,000 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- vii. On or about March 8, 2002, LOWECKI caused a \$2,200 check drawn on James Michael's account at LaSalle Bank, naming MCMAYON as the payee, to be paid to MCMAYON;
- viii. On or about May 9, 2002, LOWECKI caused \$5,000 to be wire transferred from James Michael's bank account at LaSalle Bank to MCMAYON's personal bank account;
- ix. On or about June 26, 2002, LOWECKI caused \$23,000 to be wire transferred from James Michael's bank account at LaSalle Bank to

McMAYON's personal bank account;

- x. On or about November 29, 2002, LOWECKI caused a \$5,100 check drawn on James Michael's account at LaSalle Bank naming B & R Developers as the payee to be sent to B& R Developers as payment for McMAYON's rent; and
- xi. On or about December 3, 2002, LOWECKI caused a \$6,900 check drawn on James Michael's account at LaSalle Bank naming McMAYON's son as the payee, to be sent to McMAYON's son.

11. It was further part of the scheme that LOWECKI and HAAS arranged and paid for the following vacations for McMAYON and her guests at an approximate cost totaling \$7,300:

- i. In or about May 2000, LOWECKI and HAAS arranged and paid for McMAYON and her guests to spend two nights at the Copa Cabana resort in the Wisconsin Dells, at a cost of \$432;
- ii. On or about July 7, 2000, LOWECKI and HAAS arranged and paid for McMAYON and her family to spend two nights, including golf and meals, at the Wilderness Lodge in the Wisconsin Dells, at a cost of \$676;
- iii. On or about September 3, 2000, LOWECKI and HAAS arranged and paid for McMAYON and her family to spend two nights, including golf and meals, at the Eagle Ridge Inn and Resort in Galena, Illinois, at a cost of \$1,884;
- iv. On or about November 18, 2000, LOWECKI and HAAS arranged and paid for McMAYON and her guest to spend one night at the Osthoff Resort in Elkhart Lake, Wisconsin, including food, gifts, bathing suits and robes purchased at the Resort, at a cost of \$485. LOWECKI and HAAS further provided McMAYON with two tickets to the November 19, 2000 football game at Lambeau Field between the Green Bay Packers and the Indianapolis Colts;
- v. On or about December 22, 2000, LOWECKI and HAAS arranged and paid for McMAYON and her sons to spend from December 22, 2000 to December 27, 2000 at Big Powderhorn ski resort in Bessemer, Michigan, at a cost of \$970.
- vi. On or about February 16, 2001, LOWECKI and HAAS caused a \$2,800 check drawn on James Michael's account at LaSalle Bank naming a friend of McMAYON as the payee, which check noted that it was for recruiting expenses, to be mailed to the home address in Louisiana of

MC MAYON's friend, as payment, including air fare, for a ski vacation MC MAYON and her sons took to The Canyons Resort in Park City, Utah.

12. It was further part of the scheme that LOWECKI and HAAS gave MC MAYON other items of value, at an approximate cost of \$6,100, including, but not limited to, the following:

- i. On or about July 25, 2000, LOWECKI and HAAS gave MC MAYON a \$250 gift certificate to Mario Tricocci salon, which MC MAYON used on October 2, 2000 to receive a haircut, massage, manicure, pedicure, and other services;
- ii. On or about October 27, 2000, LOWECKI and HAAS purchased a Gateway computer and accessories for MC MAYON's son, at a cost of approximately \$1,976, which computer and accessories were shipped to MC MAYON's son at his address in Lafayette, Louisiana.
- iii. On or about January 8, 2001, LOWECKI and HAAS purchased an NCI computer and accessories at a cost of \$2,284, which computer and accessories LOWECKI and HAAS provided to MC MAYON.
- iv. On or about June 11, 2001, LOWECKI and HAAS purchased from Mission Bay Multisport in Chicago a Lemond Buenos Aires bike, as well as bike gloves and a bike helmet, for MC MAYON, at a cost of \$1,589.

13. It was further part of the scheme that MC MAYON, LOWECKI, and HAAS did not disclose to, and concealed from, the Park District financial benefits that MC MAYON received from LOWECKI and HAAS.

Benefits to James Michael

14. It was further part of the scheme that during the period in which she was receiving the undisclosed financial benefits described above from LOWECKI and HAAS, MC MAYON used her position with the Park District to arrange for James Michael to be awarded contracts, to receive Park District work, and to receive payment on invoices. MC MAYON's actions, taken on behalf of James Michael, included, but were not limited to, the following:

- i. On or about December 13, 2000, MCMAYON recommended to the Park District Board that the 2000 Landscaping Contract for James Michael and two other landscaping companies be extended for the 2001 calendar year, in the amount of \$5 million.
- ii. On or about August 22, 2000, MCMAYON recommended to the Park District Board that \$800,000 be added to the 2000 Landscaping Contract, for a total of \$6.8 million, in order to implement new landscape projects including additional plantings and landscape projects at Gold Star Memorial Park.
- iii. On or about September 19, 2001, MCMAYON recommended to the Park District Board that James Michael and two other contractors be awarded the 2001 Holiday Lighting Contract.
- iv. In or about October 2001, MCMAYON arranged for James Michael to receive more than one-third of the \$5 million allocated to the 2001 Landscaping Contract, which \$5 million was supposed to have been allocated equally between the three landscaping contractors who had been awarded the contract.
- v. On or about January 9, 2002, MCMAYON recommended to the Park District Board that James Michael and three other contractors be awarded the 2002 Landscaping Contract.
- vi. On or about August 1, 2002, MCMAYON recommended to the Park District Board that \$800,000 be added to the 2002 Landscaping Contract for a total of \$4.8 million.
- vii. In or about September 2002, MCMAYON recommended that the 2001 Holiday Lighting contract be extended for one year, until October 10, 2003, for James Michael and two other companies.
- viii. In or about January 2003, MCMAYON recommended that the 2002 Landscaping Contract to be extended for one year, until January 30, 2004, for James Michael and three other companies.

15. It was further part of the scheme that during the period in which MCMAYON was receiving undisclosed financial benefits from LOWECKI and HAAS, and as a result of MCMAYON's approval of James Michael invoices and recommendations to the Park District Board that those invoices be paid, James Michael received Park District funds totaling

approximately \$8 million, in connection with the following contracts:

- i. Pursuant to the 2000 Landscaping Contract, James Michael received approximately \$3,169,000;
- ii. Pursuant to the 2001 Landscaping Contract, James Michael received approximately \$2,332,000;
- iii. Pursuant to the 2001 Holiday Lighting Contract, James Michael received approximately \$321,000;
- iv. Pursuant to the 2002 Landscaping Contract, James Michael received approximately \$1,239,000;
- v. Pursuant to the 2002 Holiday Lighting Contract, James Michael received approximately \$263,000;
- vi. Pursuant to the 2003 Landscaping Contract, James Michael received approximately \$262,000;
- vii. Pursuant to the 2003 Holiday Lighting Contract, James Michael received approximately \$168,000;
- viii. Pursuant to the 2004 Landscaping Contract, James Michael received approximately \$270,000;
- ix. Pursuant to the 2004 Holiday Lighting Contract, James Michael received approximately \$28,000.

Fraudulent Invoices

16. It was further part of the scheme that during the period in which MCMAYON was receiving undisclosed financial benefits from LOWECKI and HAAS, LOWECKI and HAAS submitted fraudulent invoices to the Park District which MCMAYON approved for payment, including the following:

- i. On or about July 12, 2001, MCMAYON approved payment to James Michael for an invoice in the amount of \$10,041 for an electronic global positioning satellite system. LOWECKI and HAAS submitted the invoice to the Park District for MCMAYON to approve when, in fact, the defendants knew that James Michael had not provided an electronic global

positioning satellite system to the Park District.

- ii. On or about October 31, 2001, LOWECKI submitted an invoice to the Park District for MCMAYON to approve, which invoice MCMAYON and LOWECKI knew falsely represented that James Michael had provided “Landscape Architect Services” valued at \$25,882. This fraudulent invoice was submitted to reimburse James Michael with Park District money for \$25,000 in payments to MCMAYON.
- iii. On or about September 23, 2002, LOWECKI submitted an invoice for MCMAYON to approve, which invoice MCMAYON and LOWECKI knew falsely represented that James Michael had provided the Park District with “Professional Development” valued at \$12,000. This fraudulent invoice was submitted to reimburse James Michael with Park District money for payments to MCMAYON.
- iv. On or about October 17, 2002, LOWECKI submitted a James Michael invoice for MCMAYON to approve, which invoice MCMAYON and LOWECKI knew falsely represented that James Michael had provided the Park District with “Professional Development” valued at \$14,160. This fraudulent invoice was submitted to reimburse James Michael with Park District money for payments to MCMAYON.

Concealment of Scheme

17. It was further part of the scheme that MCMAYON, LOWECKI and HAAS misrepresented, concealed and hid, and caused to be misrepresented, concealed and hidden, the purposes of and acts done in furtherance of the aforementioned scheme.

18. On or about December 4, 2001, LOWECKI submitted and signed James Michael’s proposal for the 2002 Landscaping Contract, in which he falsely certified that James Michael had been in full compliance in all respects with all provisions of the Park District Code, as well as any other federal, state or local laws, ordinances, rules, and regulations.

Mailing

19. On or about January 2, 2001, at Mundelein, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON,
MICHAEL LOWECKI, and
JOHN KEVIN HAAS,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be placed in an authorized depository for delivery by the Postal Service, an envelope containing a James Michael check in the amount of \$22,236.23 addressed to Chrysler Financial in Lisle, Illinois;

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT TWO

The SPECIAL MARCH 2004 GRAND JURY further charges

1. The allegations in paragraphs 1-18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about June 19, 2002, at Chicago, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON and
MICHAEL LOWECKI,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be placed in an authorized depository for delivery by the Postal Service an envelope containing a Park District check in the amount of \$256,886.06 addressed to James Michael in Mundelein, Illinois;

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT THREE

The SPECIAL MARCH 2004 GRAND JURY further charges

1. The allegations in paragraphs 1-18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about November 5, 2004, at Chicago, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON and
MICHAEL LOWECKI,

defendant herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be placed in an authorized depository for delivery by the Postal Service, an envelope containing a Park District check in the amount of \$39,359.24 addressed to James Michael in Mundelein, Illinois;

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT FOUR

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1-18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about September 28, 2000, at Libertyville, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON and
MICHAEL LOWECKI,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the directions thereon, an envelope containing LOWECKI's Visa credit card account statement from First USA Bank, N.A., namely, a statement that included charges for McMayon's vacation at the Eagle Ridge Inn & Resort in Galena, Illinois, which envelope was addressed to LOWECKI, at his residence in Libertyville, Illinois;

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT FIVE

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1-18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about December 28, 2000, at Libertyville, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON and
MICHAEL LOWECKI,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be delivered by mail according to the directions thereon, an envelope containing LOWECKI's Visa credit card account statement from First USA Bank, N.A., namely, a statement that included charges for McMayon's ski vacation in Bessemer, Michigan, which envelope was addressed to LOWECKI, at his residence in Libertyville, Illinois;

In violation of Title 18, United States Code, Sections 1341, 1346, and 2.

COUNT SIX

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations in paragraphs 1-18 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. On or about October 25, 2000, at Gurnee, in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON,
MICHAEL LOWECKI, and
JOHN KEVIN HAAS,

defendants herein, for the purpose of executing the aforesaid scheme, and attempting to do so, did knowingly cause to be transmitted by means of wire communication in interstate commerce writings and signals, namely computer data reflecting the entry of an order for shipment of a computer from the Gateway Computer warehouse in South Dakota to McMayon's son at his address in Lafayette, Louisiana.

In violation of Title 18, United States Code, Sections 1343, 1346, and 2.

COUNT SEVEN

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2000 through in or about April 2001, at Mundelein and Chicago, and elsewhere in the Northern District of Illinois, Eastern Division,

MICHAEL LOWECKI,

defendant herein, did corruptly give, offer, and agree to give things of value, with the intent to influence or reward Shirley McMayon, an agent of the Chicago Park District, which is an agency of a local government, in connection with the awarding of Park District landscaping business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2000 to April 30, 2001;

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT EIGHT

The SPECIAL MARCH 2004 GRAND JURY further charges

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2001 through in or about April 2002, at Mundelein and Chicago, and elsewhere in the Northern District of Illinois, Eastern Division,

MICHAEL LOWECKI,

defendant herein, did corruptly give, offer, and agree to give things of value, with the intent to influence or reward Shirley McMayon, an agent of the Chicago Park District, which is an agency of a local government, in connection with the awarding of Park District landscaping and holiday lighting business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2001 to April 30, 2002;

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT NINE

The SPECIAL MARCH 2004 GRAND JURY further charges

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2002 through in or about April 2003, at Mundelein and Chicago and elsewhere in the Northern District of Illinois, Eastern Division,

MICHAEL LOWECKI,

defendant herein, did corruptly give, offer, and agree to give things of value, with the intent to influence or reward Shirley McMayon, an agent of the Chicago Park District, which is an agency of a local government, in connection with the awarding of Park District landscaping and holiday lighting business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2002 to April 30, 2003;

In violation of Title 18, United States Code, Sections 666(a)(2) and 2.

COUNT TEN

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2000 through in or about April 2001, at Chicago and elsewhere in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON,

defendant herein, being an agent of the Chicago Park District, which is an agency of a local government, corruptly solicited and demanded for her own benefit, and accepted and agreed to accept things of value from representatives of James Michael, Inc., intending to be influenced and rewarded, in connection with the awarding of Park District landscaping business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2000 to April 30, 2001;

In violation of Title 18, United States Code, Sections 666(a)(1)(B).

COUNT ELEVEN

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2001 through in or about April 2002, at Chicago and elsewhere in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON,

defendant herein, being an agent of the Chicago Park District, which is an agency of a local government, corruptly solicited and demanded for her own benefit, and accepted and agreed to accept things of value from representatives of James Michael, Inc., intending to be influenced and rewarded, in connection with the awarding of Park District landscaping business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2001 to April 30, 2002;

In violation of Title 18, United States Code, Sections 666(a)(1)(B).

COUNT TWELVE

1. The allegations in paragraph 1 of Count One of this indictment are hereby realleged and incorporated herein as if fully set forth herein.

2. From in or about May 2002 through in or about April 2003, at Chicago and elsewhere in the Northern District of Illinois, Eastern Division,

SHIRLEY MCMAYON,

defendant herein, being an agent of the Chicago Park District, which is an agency of a local government, corruptly solicited and demanded for her own benefit, and accepted and agreed to accept things of value from representatives of James Michael, Inc., intending to be influenced and rewarded, in connection with the awarding of Park District landscaping business in a series of transactions involving any thing of value of \$5,000 or more, with the Park District being an agency that received in excess of \$10,000 in federal funding in a twelve-month period from May 1, 2002 to April 30, 2003;

In violation of Title 18, United States Code, Sections 666(a)(1)(B).

FORFEITURE ALLEGATION

The SPECIAL MARCH 2004 GRAND JURY further charges:

1. The allegations contained in Count One of this Indictment are realleged and incorporated herein by reference for the purpose of alleging forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of their violations of Title 18, United States Code, Sections 1341 and 1346, as alleged in the foregoing Indictment,

SHIRLEY MCMAYON,
MICHAEL LOWECKI, and
JOHN KEVIN HAAS,

defendants herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c), any and all right, title and interest in property, real and personal, which constitutes and is derived from proceeds traceable to the charged offense.

3. The interests of the defendants subject to forfeiture pursuant to Title 18, United States Code, Section, 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) include but are not limited to:

(a) All profits received by LOWECKI and HAAS from their business with the Chicago Park District during the time period from August 2000 to December 2004;

(b) In excess of \$137,000 in funds, vacations and other benefits received by MCMAYON;

4. If any of the property subject to forfeiture and described above, as a result of any

act or omission of the defendants:

- (a) Cannot be located upon the exercise of due diligence;
- (b) Has been transferred or sold to, or deposited with, a third party;
- (c) Has been placed beyond the jurisdiction of the Court;
- (d) Has been substantially diminished in value; or
- (e) Has been commingled with other property which cannot be divided without difficulty,

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

UNITED STATES ATTORNEY

